

1-0404
1977-1980
13-29

A G R E E M E N T

between

MATAWAN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

and

MATAWAN REGIONAL TEACHERS ASSOCIATION

(Custodial and Maintenance Employees)

X JULY 1, 1977 through JUNE 30, 1979

Law Offices:-

GERALD L. DORF, P.A.
2376 St. Georges Avenue
Rahway, New Jersey 07065
(201) 574-9700

TABLE OF CONTENTS

	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS CLAUSE	3
III	UNION SECURITY	5
IV	CHECK-OFF	6
V	PROBATIONARY PERIOD	7
VI	SENIORITY	8
VII	WORK SCHEDULES	9
VIII	HOURS OF WORK AND OVERTIME	11
IX	FORCE REDUCTION	13
X	JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS	14
XI	GRIEVANCE PROCEDURE AND ARBITRATION	16
XII	HOLIDAYS	18
XIII	PAID VACATIONS	19
XIV	ABSENCE	21
XV	RIGHTS AND BENEFITS	24
XVI	HEALTH BENEFIT INSURANCE	26
XVII	DISCHARGE	27
XVIII	MISCELLANEOUS PROVISIONS	28
XIX	SEPARABILITY AND SAVINGS CLAUSE	30
XX	WAGES	31
XXI	DURATION OF AGREEMENT	32
	SALARY GUIDE AND CLASSIFICATION	33

PREAMBLE

This Agreement made and entered into this 29th
day of August, 1978, between the
MATAWAN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION, hereinafter
referred to as the "Board", and MATAWAN REGIONAL TEACHERS
ASSOCIATION, a labor organization hereinafter referred to
as the "Association".

WITNESSETH:

WHEREAS, the Association has presented proof that it
represents a substantial majority of a unit composed of all
Custodial and Maintenance employees;

AND

WHEREAS, the Board, by virtue thereof, has recognized the
said Association as the sole and exclusive bargaining agent for
all custodial and maintenance employees of the Board;

AND

WHEREAS, the Board has an obligation, pursuant to Chapter 123,
Public Laws of 1974, to negotiate with the Association as the
representatives of all custodial and maintenance employees of the
Board with respect to the terms and conditions of employment,

NOW, THEREFORE, it is mutually agreed between the parties,
as follows:

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.

2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has agreed to procedures in the above areas, the Board will follow said procedures.

3. To decide upon the means and methods of operations, the selection of materials and equipment.

4. To determine work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto, subject to this Agreement.

5. To take whatever actions may be reasonably necessary to carry out the mission of the school district in situations of emergency.

ARTICLE III

UNION SECURITY

A. The Board agrees it will give effect to the following form of Union Security:

1. It is agreed that at the time of hiring the Board will inform newly hired employees, who fall within the Bargaining Unit, that they may join the Association thirty-one (31) days thereafter.

ARTICLE V

PROBATIONARY PERIOD

A. The first thirty (30) days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board, through its representatives, may request of the Association an extension of the probationary period for an additional thirty (30) days where the Board believes the thirty (30) day probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted.

B. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE VI

SENIORITY

A. The Board shall establish and maintain a seniority list of employees names and dates of employment from date of last hire on a system-wide job classification basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list.

The seniority of each employee shall date from the employee's date of last hiring with the Board. The provisions of this Article shall be subject to requirements of Title 18A:17-3.

B. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

C. Employees seniority shall be deemed lost for the following reasons:

1. Justifiable discharge.
2. Resignation.
3. Layoff for a period of one (1) year.
4. Failure to reply within eight (8) days after an employee is notified by registered letter delivered to last known address by Board on recall of layoff.

ARTICLE VII

WORK SCHEDULES

A. Work Week

1. Monday through Friday, both inclusive, shall be comprised of five (5) days of eight (8) hours each, subject to the exception relating to maintenance employees set forth in Section D, Article VIII.

2. During the summer recess period (July through August) the normal work week shall be from Monday through Friday, both inclusive, and shall be comprised of five (5) days of eight (8) hours each.

B. 1. During the academic school year (September through June) the normal work day shall be in accordance with the following:

CUSTODIAN EMPLOYEES:

Schedule A	-	6:30 a.m. to 3:00 p.m.
Schedule B	-	10:00 a.m. to 6:30 p.m.
Schedule C	-	1:00 p.m. to 9:30 p.m.
Schedule D	-	2:30 p.m. to 11:00 p.m.
Schedule E	-	4:30 p.m. to 1:00 a.m.
Schedule F	-	8:00 a.m. to 4:30 p.m.
Schedule G	-	11:00 p.m. to 7:00 a.m.

MAINTENANCE EMPLOYEES:

Schedule H	-	8:00 a.m. to 4:30 p.m.
------------	---	------------------------

2. During the summer recess period (July through August) the normal work day shall be in accordance with the following:

CUSTODIAN EMPLOYEES:

Schedule I	-	7:00 a.m. to 3:30 p.m.
------------	---	------------------------

MAINTENANCE EMPLOYEES:

Schedule J	-	7:00 a.m. to 3:30 p.m.
------------	---	------------------------

ARTICLE VIII

HOURS OF WORK AND OVERTIME

A. The normal work week shall consist of forty (40) hours and shall be comprised of five (5) consecutive days of eight (8) hours each.

B. Any work performed beyond forty (40) hours in any work week, shall be considered overtime and compensated for at one and one-half (1 1/2) times the regular hourly rate of pay.

C. Any work performed on Sunday shall be compensated for at double the hourly rate of pay.

D. The scheduled work week shall be from Monday to Friday. However, in order to provide maintenance coverage on Saturdays, the Board shall have the right to schedule from Tuesday through Saturday. Assignment of employees, not to exceed four (4), to a Tuesday through Saturday schedule shall be restricted to maintenance personnel employed after July 1st, 1969.

E. It is understood that holiday pay shall be considered as time worked for the purpose of computing overtime.

F. Employees called to work prior to the start of their normally assignment shift, shall be paid overtime for any such time worked.

G. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours pay at one and one-half (1 1/2) times the employee's regular rate of pay.

H. The Board shall notify the employees of any Saturday

ARTICLE IX

FORCE REDUCTION

A. The Board agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this Agreement.

B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be first to be rehired. The provisions of the Article shall be subject to the provisions of Title 18A:17-4.

C. The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

Article X - Job Vacancies, New Jobs
Created or Promotions continued:

in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience and has previously performed the higher rated position, such employee shall receive the higher rate immediately.

Article XI - Grievance Procedure
and Arbitration continued:

provisions of this Agreement. The cost of the services of the arbitrator shall be borne equally by the Board and the Association, and other expenses incurred shall be borne by the party incurring same.

ARTICLE XIII
PAID VACATIONS

A. Vacations

The Board agrees to grant to all employees within the bargaining unit vacations in accordance with the following schedules:

1. New employees - If employed less than eight (8) weeks prior to July 1st, there shall be no vacation. If employed more than eight (8) weeks prior to July 1st, one (1) vacation day for each eight (8) weeks of service shall be granted.

2. Employees with more than one (1) year's service - completed years of service shall be calculated from July 1st of any year. Employees who join the unit prior to January 1st of any year shall be considered to have completed a year of service on the following July 1st. ^(get credit for add. year) Employees who join the unit between January 1st and June 30th of any year shall be deemed to have one (1) year's completed service on the July 1st of the following year.

3. Employees with one (1) year or more of service shall receive ten (10) working days vacation.

4. Employees with five (5) years or more of service shall receive fifteen (15) working days vacation.

5. Employees with ten (10) years or more of service shall receive twenty (20) working days vacation.

B. Accrued Vacation Time

The Board agrees that in the event an employee volun-

ARTICLE XIV

ABSENCE

A. Sick Leave

Twelve (12) days sick leave each year shall be granted to all employees and the same shall be cumulative from year to year. Employees on sick leave may be required to furnish a physician's certification of illness or other proof of illness satisfactory to the Board after the third (3rd) day of absence. However, the Board retains the right to require a doctor's note any time it deems necessary, due to suspected abuses of the sick leave provisions or if a pattern of absence is evident. Employees shall be given a written accounting of their accrued sick leave no later than September 15 of each school year. *Retirement pay for accumulated sick leave 1980-81 - 1981-82*

B. Jury Duty

An employee who is called and/or serves on jury duty shall be paid the difference between the daily fee allowed by the Court and straight time pay for scheduled working time lost.

C. Death in Family

In the event of the death of a spouse, parent; mother-in-law, father-in-law, brother, sister or a child, the employee shall be excused, without loss of pay, from the day of the death to the day after the funeral, inclusive, provided the absence does not exceed five (5) work days.

D. Leave of Absence

Upon timely application, employees may apply to the Board for a leave of absence without pay for a period not exceeding ninety (90) days without loss of benefits. The reason for such request shall be made known to the Board, and

Article XIV - Absence continued:

marriage of the bargaining unit member, request to appear before a Federal or State administrative body, attendance at the funeral of a close friend or distant relative, graduation of the bargaining unit member, graduation of a member of the bargaining unit member's immediate family from high school, college or professional school.

b. Members of the bargaining unit shall give the superintendent, or his designee, at least one (1) day's notice.

Article XV - Rights and Benefits continued:

4. The Board agrees to pay an employee for all reasonable time lost in reporting for a physical examination for Military Service.

ARTICLE XVII

DISCHARGE

A. There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period or any extension thereof. The Association shall be notified in writing of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge. The provision of this Article shall be subject to the provision of Title 18A:17-4.

Article XVIII - Miscellaneous
Provisions continued:

year will be supplied by the Board at no cost to the employee, where the Board requires employees to wear specific uniforms.

G. Travel Allowance

Employees required to travel from school to school in the performance of their duties, shall be granted a vehicular use allowance of ten (10¢) cents per mile. Vehicle used must meet all requirements of the State of New Jersey. Effective July 1st, 1978, this allowance shall be fifteen (15¢) cents per mile.

1980-81 - .17/mile
1981-82 - .18/mile
1982-83 - .19/mile

ARTICLE XX

WAGES

A. All employees covered by this Agreement shall receive the wages as set forth in the "SALARY GUIDE AND CLASSIFICATIONS" attached hereto and incorporated as part of this Agreement.

"SALARY GUIDE AND CLASSIFICATION"

Hourly rates are established in accordance with the following schedule. "First Year" shall mean the period July 1, 1977 to June 30, 1978. "Second Year" shall mean the period July 1, 1978 to June 30, 1979. "Third Year" shall mean the period July 1, 1979 to June 30, 1980.

CUSTODIAL STAFF:

<u>First Year</u>	<u>Second Year</u>	<u>Third Year</u>
\$4.88 pr.hr. 6.15	\$5.28 pr.hr. 6.73	\$5.62 pr.h 7.37

MAINTENANCE STAFF:

Mechanic First Class	\$5.64 pr.hr. 7.11	\$6.10 pr.hr. 7.77	\$6.49 pr.h 8.34
Mechanic Second Class	\$4.99 pr.hr. 6.30	\$5.75 pr.hr. 6.95	N/A 7.30

During the Second Year, the First Year rate for new mechanics shall be \$5.40 per hour; during the Third Year, the First Year rate for new mechanics shall be \$5.75 per hour.

Any mechanic hired after July 1st, 1978, shall be paid the First Year rate for new mechanics. After the completion of one (1) year, such mechanics shall be raised to the regular mechanics rate.

SPECIAL CONTRACTS:

Head Custodians in the following designated schools shall be paid additional monies as set forth for checking their respective buildings on weekends and performing the duties of their classifications. In addition to the following amounts, each Head Custodian shall receive an additional \$200.00 for holding a valid State of New Jersey Black Seal Firemen's License.

DATE : MARCH 19, 1979
TO : ALL STAFF MEMBERS
FROM : D. VALCARCEL, JR.
SUBJECT: AFFIRMATIVE ACTION GRIEVANCE PROCEDURE

- (1) Attached you will find a copy of the district's current administrative procedure that may affect your employment in the district.
- (2) If you have any questions concerning the procedure, please feel free to contact me at your convenience.
- (3) Also, if you believe you have been discriminated against on the grounds of race, color, creed, religion, sex, ancestry, national origin, or social or economic status, please initiate your grievance with your immediate supervisor.

/agv

1. 2. 40

253

1. 2. 40

March 19, 1979

MATAWAN-ABERDEEN REGIONAL SCHOOL DISTRICT

4.0 Affirmative Action Grievance Procedure

4.1 Definition:

4.1.1 A "grievance" shall mean a complaint by a student or a staff member that there has been to him/her a personal loss, injury, or inconvenience because of a violation, misinterpretation, or negligible application of board policy, as stated on May 20, 1975.

4.1.2 An "aggrieved person" is the person or persons making the claim.

4.1.3 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4.2 Purpose:

4.2.1 The purpose of this procedure is to secure at the lowest level possible equitable solutions to the problems which may from time to time arise affecting the proper administration of N.J. Administrative Code Title 6, Subtitle A, State Board of Education, Chapter 4, equality in educational programs.

4.2.2 Nothing herein contained shall be construed as limiting the right of any student or staff member having a grievance to discuss the matter informally with any appropriate member of the administration having the grievance adjusted without the intervention of the district officer for affirmative action.

4.3 Procedure:

Level 1. A student or employee's problem or complaint, after having been discussed with his immediate supervisor and/or with any other person involved shall be submitted in writing to his immediate supervisor, within 10 working days of the cause of the complaint. A decision must be returned within five (5) working days. In the event of an unfavorable decision, or no decision within the time stipulated herein, the student/employee may initiate procedures set forth in Level 2. A working day shall be any day Monday through Friday except holidays, recognizing the annual school calendar as days when the student or employee are required to be in attendance at the school. When the problem or complaint is resolved, a letter with all aspects of the complaint, its resolution and supporting evidence shall be forwarded to the District Affirmative Officer for review and file.

Level 2. Within five (5) days of an unfavorable action stipulated in Level 1, the student/employee shall submit his petition in writing enclosing all pertinent correspondence to the Principal/or unit administrator who shall have ten (10) working days upon receipt of the petition to resolve set problem or complaint. An unfavorable decision, or no decision within the stipulated period, shall entitle the student/employee to initiate procedures set forth in Level 3. When the problem or complaint is resolved a letter with all aspects of the complaint, its resolution and supporting evidence shall be forwarded to the District Affirmative Action Officer for review and file.

Level 3. Within five (5) days of the unfavorable action stipulated in Level 2, a student/employee may file his petition with all supporting papers to the District Affirmative Action Officer, who shall have ten (10) working days in which to resolve said problems or complaints. The decision of the District Affirmative Action Officer may be appealed to the Superintendent of Schools. All aspects of the complaint, its resolution and supporting evidence shall be forwarded to the Superintendent for review.

/agv